

**INTERLOCAL AGREEMENT BETWEEN
THE CLAY COUNTY SHERIFF'S OFFICE
AND
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA**

THIS INTERLOCAL AGREEMENT is entered into by and between CLAY COUNTY SHERIFF'S OFFICE (hereinafter referred to as "CCSO"), and THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA (hereinafter "SBCC"), collectively, "the Parties."

WHEREAS, CCSO is in need of a source of low-priced gasoline for CCSO vehicles in the area of Middleburg, Florida, other than the utilization of privately-owned gasoline stations, and

WHEREAS, SBCC owns and maintains gasoline fuel pumping facilities at the SBCC Transportation/Maintenance Facility (hereinafter referred to as "Facility") on County Road 220 in Middleburg, Florida, and

WHEREAS, CCSO could realize significant savings to the taxpayers by purchasing gasoline at the Facility; and

WHEREAS, SBCC is willing to sell gasoline to CCSO at the Facility.

NOW, THEREFORE, in consideration of mutual promises and obligations contained herein, the Parties agree as follows:

1. SBCC agrees to sell gasoline to CCSO from the Facility.
2. The price per gallon charged to the CCSO will be the SBCC's per gallon cost plus a 3.45 percent administrative fee which fee will be added to the CCSB per gallon cost.
3. CCSO deputies will have 24-hour access to the CCSB Facility. CCSO will provide a padlock for the gate to the Facility.
4. CCSO will be responsible for locking the Facility gate upon departing the Facility. Any loss suffered by CCSB resulting from the failure of CCSO employees to secure the area will be the responsibility of CCSO.

5. Gasoline will be dispensed from the Facility pumps by use of an access card. The installation of additional electronic access mechanisms will be required to facilitate the sale of gasoline, accounting, and billing. CCSO shall reimburse SBCC for all costs incurred for the creation or replacement of access cards and for installation of any electronic access systems needed to facilitate the sale, accounting, or billing for gasoline or for implementation of the Agreement. CCSO may install a lock box in the gas pump area at the Facility in which CCSO will maintain a master access card.

6. SBCC will bill CCSO monthly for gasoline and any other costs incurred by SBCC as set forth herein. CCSO shall remit payment within fifteen (15) days of billing.

7. CCSO agrees to indemnify and hold harmless SBCC from and against any and all loss, damage, or liability which arises from the acts of CCSO employees in connection with this Agreement.

8. The terms of this Agreement shall become effective July 16, 2019 and shall remain in effect for a period of one (1) year. This Agreement may be extended or modified only by written agreement of the parties. Either party may terminate this Agreement with or without cause by providing sixty (60) days' written notice to the other party. Such written notice shall be given by certified mail at the following addresses:

Addison G. Davis, Superintendent of Schools
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA
900 Walnut Street
Green Cove Springs, Florida 32043

Darryl Daniels, Sheriff
CLAY COUNTY SHERIFF'S OFFICE
901 North Orange Avenue
Green Cove Springs, Florida 32043

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers or representative below on the date(s) so noted.

THE SCHOOL BOARD OF CLAY
COUNTY, FLORIDA

Date: _____

By _____
CAROL STUDDARD
Chairman of the Board

ATTEST:

By _____
Addison G. Davis
Superintendent of Schools

CLAY COUNTY SHERIFF'S OFFICE

Date: _____

By _____
Darryl Daniels
Sheriff

ATTEST:

By _____